

MEMORANDUM OF AGREEMENT  
NAT-I-2411

BETWEEN THE  
FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

04-421

AND THE

CIVIL AVIATION AUTHORITY  
REPUBLIC OF CAMEROON

WHEREAS, the Federal Aviation Administration (FAA) of the Department of Transportation of the United States of America is directed to encourage the development of civil aeronautics and the safety of air commerce, and is authorized to furnish on a reimbursable or non-reimbursable basis to foreign governments certain technical assistance to that end; and

WHEREAS, the Civil Aviation Authority (CAA) of the Republic of Cameroon has requested that such technical assistance be provided;

NOW THEREFORE, the FAA and the CAA, collectively referred to herein as the parties, mutually agree as follows:

**ARTICLE I—OBJECTIVE**

A. This Memorandum of Agreement (the Agreement) establishes the terms and conditions under which the FAA may provide technical assistance to the CAA in developing and modernizing its civil aviation infrastructure in the managerial, operational and technical areas. For this purpose, the FAA shall, subject to the availability of appropriated funds and necessary resources, provide personnel, resources, and related services to assist the CAA to the extent called for in the annexes and appendices to this Agreement.

B. The FAA's ability to furnish the full scope of technical assistance provided for under this Agreement depends on the use of the systems and equipment in Cameroon that are similar to those used by the FAA in the U.S. National Airspace System. To the extent that other systems and equipment are used in Cameroon, the FAA may not be able to support those other systems and equipment under this Agreement.

## **ARTICLE II—IMPLEMENTATION**

A. Specific technical assistance in areas of personnel, training, equipment, or services to be provided by the FAA for the CAA shall be delineated in annexes and appendices to this Agreement. When signed by the parties, such annexes and appendices shall become part of this Agreement. Such annexes and appendices shall contain a description of the technical assistance to be performed by the FAA, the personnel and other resources required to accomplish the tasks, the estimated costs, implementation plans, and duration.

B. The designated office at the FAA for the coordination and management of this Agreement, and where all requests for services under this Agreement should be made, is:

Federal Aviation Administration  
Office of International Aviation, AIA-300  
800 Independence Ave., S.W.  
Washington, D.C. 20591

Telephone no. (202) 267-8168  
Fax no. (202) 267-5032

## **ARTICLE III—DESCRIPTION OF SERVICES**

A. The technical assistance provided by the FAA at the request of the CAA may include, but is not necessarily limited to, the following:

1. Providing technical and managerial expertise to assist the CAA in developing, improving, and operating its civil aviation infrastructure, standards, procedures, policies, training, and equipment;
2. Providing training for CAA personnel in the United States or in Cameroon;
3. Inspecting and calibrating CAA-owned or -operated equipment and air navigation facilities; and
4. Providing resources, logistical support, and equipment for air navigation facilities.

B. Technical assistance in these and other areas, as mutually agreed to, may be accomplished by appropriate short- and long-term in-country assignments or by other assistance offered by the FAA.

#### **ARTICLE IV—STATUS OF FAA PERSONNEL**

A. The FAA shall assign personnel to perform the services agreed upon in this Agreement. The personnel assigned may be the employees of the FAA or another U.S Government agency, or a contractor to the FAA. U.S. Government personnel assigned to any activity shall retain their status as U.S. Government employees. The supervision and administration of the personnel shall be in accordance with the policies and procedures of the FAA as an agency of the U.S. Government.

B. U.S. Government personnel assigned to perform work under an annex or appendix to this Agreement shall be accorded the same privileges and immunities as are accorded to the administrative and technical personnel of the U.S. Embassy under the Vienna Convention on Diplomatic Relations of 1961. Such personnel shall not, however, be considered members of the Embassy staff by virtue of their enjoyment of such privileges and immunities.

#### **ARTICLE V—HOST PARTY SUPPORT**

A. The support by the CAA necessary for accomplishing the FAA technical assistance shall be in accordance with pertinent FAA or other U.S. regulations, rules, or procedures. The CAA also shall provide such additional support as may be set forth in each annex or appendix.

B. If for any reason the CAA is unable to provide fully the support specified in each annex or appendix, or if the support provided is not equivalent to that prescribed in pertinent FAA or other U.S. regulations, rules, or procedures, the FAA shall arrange for the support and increase the costs described in each annex or appendix by the amount of the costs for such support.

#### **ARTICLE VI—FINANCIAL PROVISIONS**

A. Each annex or appendix shall describe the specific financial arrangements for the technical assistance to be provided. In addition, except as otherwise set forth in this Agreement or its annexes and appendices, all financial arrangements shall be subject to the following:

1. The CAA shall reimburse the FAA for all costs (including administrative overhead charges) associated with the technical assistance provided by the FAA in accordance with the provisions set forth in this Agreement.

2. Payment of bills shall be due within sixty (60) days from date of billing. Payments shall be made in U.S. dollars and may be made by either check or electronic funds transfer. Checks shall be drawn on a U.S. bank and forwarded to the FAA at the address

specified. Electronic funds transfers shall be credited to the FAA's account as follows: Federal Reserve Bank of New York, 021030004 Account Treas NYC (NB69001104) FAA. All payments shall include a reference to the assigned agreement number and billing number.

3. In the event that payment is not made within sixty (60) days from the date of billing, U.S. Treasury Department regulations prescribe and require the FAA to assess late payment charges—i.e., interest, penalties, and administrative handling charges—in subsequent billings. These late charges shall be assessed for each additional thirty (30) day period, or portion thereof, that payment is not received. The CAA shall pay any such late charges.

4. In the event of a termination by either party under Article X of this Agreement, the CAA shall pay all costs incurred by the FAA:

- a. Prior to the date of such termination; and
- b. During the 120-day close-out period.

B. Agreement number NAT-I-2411 has been assigned by the FAA to identify this technical assistance project and shall be referenced in all correspondence and bills related to this Agreement.

## **ARTICLE VII—LIABILITY**

The CAA, on behalf of the Government of Cameroon, agrees to defend any suit brought against the Government of the United States, the FAA, or any instrumentality or officer of the United States arising out of work performed under this Agreement or its annexes and appendices. The CAA, on behalf of the Government of Cameroon, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of Cameroon, or by any agency thereof, or by third persons for personal injury, death, or property damage arising out of work performed under this Agreement or its annexes and appendices.

## **ARTICLE VIII—AMENDMENTS**

This Agreement or its annexes or appendices may be amended by mutual consent of the parties. The details of any such amendment shall be memorialized by written agreement signed by both parties.

#### **ARTICLE IX—RESOLUTION OF DISAGREEMENTS**

Any disagreement regarding the interpretation or application of this Agreement or its annexes and appendices shall be resolved by consultations between the parties and shall not be referred to any international tribunal or third party for settlement.

#### **ARTICLE X—ENTRY INTO FORCE AND TERMINATION**

A. This Agreement shall enter into force on the date of the last signature and shall remain in force until terminated.

B. This Agreement or its annexes or appendices may be terminated at any time by either party by providing sixty (60) days notice in writing to the other party. Termination of this Agreement shall not affect existing obligations of the CAA under Articles IV, VI, VII, and IX. The FAA shall have one hundred and twenty (120) days to close out its activities following termination of this Agreement or its annexes or appendices. Termination of this Agreement also shall terminate all annexes and appendices subsequently concluded by the parties pursuant to this Agreement.

#### **ARTICLE XI—SIGNATURE IN COUNTERPARTS**

To facilitate execution, this Agreement or its annexes or appendices may be executed in as many counterparts as may be required. It shall not be necessary that the signature of or on behalf of each party appear on each counterpart, but it shall be sufficient that the signature of or on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement.

**ARTICLE XII—AUTHORITY**

The FAA and the CAA agree to the provisions of this Agreement as indicated by the signature of their duly authorized representatives.

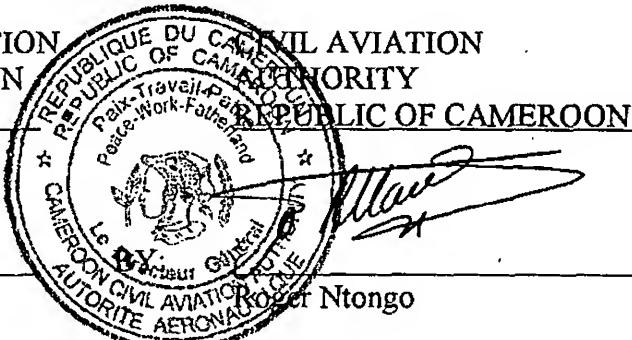
FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

BY: 

Ava Mims

TITLE: Director, Office of  
International Aviation

DATE: 2/20/02



TITLE: Director General

DATE: 07.03.2002

ANNEX 1

TO

MEMORANDUM OF AGREEMENT  
NAT-I-2411

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

AND THE

CIVIL AVIATION AUTHORITY  
REPUBLIC OF CAMEROON

TEMPORARY DUTY ASSIGNMENTS

**ARTICLE I—PURPOSE**

This Annex to Memorandum of Agreement NAT-I-2411 (the Agreement) sets forth the terms and conditions under which the FAA may make available personnel on a temporary duty assignment basis to provide civil aviation technical assistance to the Republic of Cameroon Civil Aviation Authority (CAA).

**ARTICLE II—DESCRIPTION OF SERVICES**

At the request of the CAA, the FAA may provide specialists, subject to their availability, in the fields of air traffic control, facility engineering, aviation safety and security, and other aviation-related disciplines. The specialists shall develop and implement programs related to the evaluation, improvement, and operation of the aviation system, which may be required by the CAA.

**ARTICLE III—IMPLEMENTATION**

A. All services provided under this Annex shall be specified in appendices which, when signed by the duly authorized representatives of the parties, shall become part of this Annex.

B. Each appendix will be numbered sequentially and shall contain a description of the services to be performed by the FAA for the CAA, the location and planned duration of the services, the personnel and other resources required to accomplish the services, and the estimated costs of the services.

## **ARTICLE IV—FINANCIAL PROVISIONS**

A. Except as otherwise provided in an appendix to this Annex, the CAA shall pay all bills in accordance with this Annex and Article VI of the Agreement.

B. FAA bills shall be supported by a summary of charges and shall contain a reference to the Annex Number NAT-I-2411-1 (which is the number assigned by the FAA to identify this Annex). Additionally, all other related correspondence shall refer to Annex Number NAT-I-2411-1.

## ARTICLE V—ENTRY INTO FORCE AND TERMINATION

This Annex shall enter into force on the date of the last signature and shall remain in force until terminated in accordance with Article X of the Agreement. Termination of this Annex shall terminate all appendices subsequently concluded by the parties pursuant to this Annex.

## ARTICLE VI—AUTHORITY

The FAA and the CAA agree to the provisions of this Annex as indicated by the signature of their duly authorized representatives.

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

BY:

Ava Mims

**TITLE:** Director, Office of International Aviation

TITLE: Director General

DATE:

2/20/02

APPENDIX 1 TO  
ANNEX 1  
TO  
MEMORANDUM OF AGREEMENT  
NAT-I-2411  
BETWEEN THE  
FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA  
AND THE  
CIVIL AVIATION AUTHORITY  
REPUBLIC OF CAMEROON  
TEMPORARY DUTY ASSIGNMENTS

**ARTICLE I—PURPOSE**

This Appendix to Annex 1 to Memorandum of Agreement NAT-I-2411 (the Agreement) sets forth the terms and conditions under which the FAA may make available personnel on a temporary duty assignment basis to provide civil aviation technical assistance to the Cameroon Civil Aviation Authority (CAA).

**ARTICLE II—DESCRIPTION OF SERVICES**

- A. The FAA shall provide up to two (2) civil aviation program specialists and one (1) civil aviation security specialist to travel to Cameroon on or about February 24, 2002 for a period not to exceed one (1) week.
- B. The specialists shall assist the CAA in evaluating the technical requirements for security equipment to be purchased by the U.S. Department of Transportation for CAA.
- C. Should additional services be required, the date, duration, estimated cost and other financial arrangements shall be agreed to by the parties in a written amendment to this Appendix, or in a separate appendix.

**ARTICLE III—FINANCIAL PROVISIONS**

The parties understand that pursuant to the Safe Skies for Africa Initiative, the U.S. Department of State through the U.S. Department of Transportation, (USDOT) Office of the Secretary has provided funds to the Federal Aviation Administration to reimburse FAA for the cost of the services provided under this Appendix. FAA's performance of the services required by this Appendix shall be subject to the limitations of any U.S. Department of Transportation funds provided to FAA for this aviation security project.

**ARTICLE IV—ENTRY INTO FORCE AND TERMINATION**

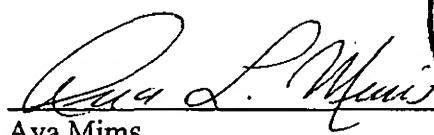
This Appendix shall enter into force on the date of the last signature and shall remain in force until the services described herein are completed, unless this Appendix is terminated in accordance with Article X of the Agreement.

**ARTICLE V—AUTHORITY**

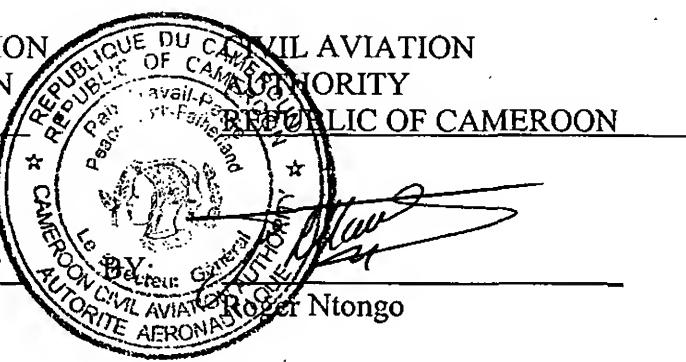
The FAA and the CAA agree to the provisions of this Appendix as indicated by the signature of their duly authorized representatives.

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

BY:

  
Ava Mims

TITLE: Director, Office of  
International Aviation

DATE: 2/20/02

TITLE: Director General

DATE: 07.03.2002

APPENDIX 3 TO  
ANNEX 1 TO  
MEMORANDUM OF AGREEMENT  
NAT-I-2411  
BETWEEN THE  
FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA  
AND THE  
CAMEROON CIVIL AVIATION AUTHORITY  
REPUBLIC OF CAMEROON  
TEMPORARY DUTY ASSIGNMENTS

WHEREAS aviation security functions of the Federal Aviation Administration of the Department of Transportation of the United States of America (FAA) have been transferred to the Transportation Security Administration of the Department of Homeland Security of the United States of America (TSA), the signatories to this Annex shall be TSA and the Cameroon Civil Aviation Authority (CCAA).

**ARTICLE I – PURPOSE**

This Appendix to Annex 1 to Memorandum of Agreement NAT-I-2411 (the Agreement), sets forth the terms and conditions under which TSA may make available personnel on a temporary duty assignment basis to provide civil aviation security technical assistance to the CCAA.

**ARTICLE II – DESCRIPTION OF SERVICES**

A. TSA shall provide two (2) specialists with backgrounds in aviation security to travel to Cameroon on or about May 9, 2004, for a period not to exceed fourteen (14) days.

B. The specialists will conduct a seminar entitled "International Instructor Training" at the Cameroon aviation training facilities. The training is designed for students selected by their government to be trained as instructors. Students are trained in principles of adult learning, basic instructional methods, strategies, techniques, and technologies. The course includes developing lesson plans, training and design, selection and usage, achievement testing, and test design and use.

Student classroom presentations are included for practical application of knowledge and skills learned. The course objectives are:

- Principles and conduct of hands-on training
- Evaluation and feedback techniques
- Presentation skills
- Instructional techniques
- Use of lesson plans and media
- Use of job aids

C. Should additional services be required, the date, duration, and estimated cost of such services shall be agreed to by the parties in a written amendment to this Appendix or in a separate Appendix.

### **ARTICLE III - CCAA SUPPORT**

The approximate duration of service to CCAA is ten (10) days during the period on or about May 10-19, 2004. In support of this effort CCAA shall provide:

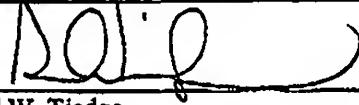
- A. A point of contact to facilitate coordination with the training team prior to arrival in Cameroon;
- B. A person to meet the training team upon arrival in Cameroon;
- C. Local transportation and a person to escort the team and coordinate visits and travel arrangements to CCAA offices, international airport, and training facilities while in country.

NAT-I-2411-1-3

Page 4 of 4

TSA and the CCAA agree to the provisions of this Appendix as indicated by the signature of their duly authorized representatives.

**TRANSPORTATION SECURITY ADMINISTRATION  
DEPARTMENT OF HOMELAND SECURITY  
UNITED STATES OF AMERICA**

BY: 

David W. Tidgce

TITLE: Director, International Affairs

DATE: \_\_\_\_\_

**CAMEROON  
CIVIL AVIATION AUTHORITY  
REPUBLIC OF CAMEROON**

BY: 

Samu Igwe

TITLE: Director General

DATE: May 11, 2004